

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

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NOVOZYMES A/S,

*Plaintiff,*

v.

C.A. No. 05-160-KAJ

GENENCOR INTERNATIONAL, INC., and  
ENZYME DEVELOPMENT CORPORATION  
*Defendant.*

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CONSENT JUDGMENT

WHEREAS, trial in this action was bifurcated by this Court's October 28, 2005 First Amended Scheduling Order; and

WHEREAS, this Court held a bench trial in March 2006 on the issues of infringement, validity, and enforceability of plaintiff Novozymes A/S' ("Novozymes") United States Patent No. 6,867,031 (the "'031 Patent") as asserted against Defendants Genencor International, Inc. and Enzyme Development Corporation (collectively, "Genencor"); and

WHEREAS, this Court issued Findings of Facts and Conclusions of Law on August 24, 2006, in which the Court held that (i) Genencor's SPEZYME® Ethyl product infringes claims 1, 3, and 5 of the '031 Patent; (ii) those claims are not invalid as obvious or lacking enablement; and (iii) the '031 patent is not unenforceable due to inequitable conduct or prosecution laches; and

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WHEREAS, this court held a bench trial in October 2006 on the issues of damages, injunctive relief, willful infringement, the award of attorneys' fees, and the standing of Novozymes of North America, Inc. ("Novozymes NA"); and

WHEREAS, this Court issued Findings of Facts and Conclusions of Law on February 16, 2007, in which the Court held that (i) Genencor willfully infringed claims 1, 3, and 5 of the '031 Patent; (ii) Novozymes NA lacked standing to join this action as a co-plaintiff and Novozymes is not entitled to recover the alleged lost profits of Novozymes NA; (iii) Novozymes is entitled to damages in the form of reasonable royalties totaling \$4,088,584; (iv) Novozymes is entitled to prejudgment interest; (v) Novozymes is entitled to enhanced damages in the form of an award of double damages because of Genencor's willful infringement; (vi) Novozymes is entitled to an award of reasonable attorney fees and costs because this was an exceptional case; and (vii) Genencor should be permanently enjoined from further infringement of the '031 Patent.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED that:

1. Claims 1, 3, and 5 of the '031 Patent are not invalid for obviousness or lack of enablement.
2. The '031 Patent is not unenforceable due to inequitable conduct or prosecution laches.
3. Genencor has literally infringed Claims 1, 3, and 5 of the '031 Patent under 35 U.S.C. § 271(a) by its manufacture, use, offer for sale, and sale of the SPEZYME® Ethyl product.
4. Genencor willfully infringed Claims 1, 3, and 5 of the '031 Patent under 35 U.S.C. § 284 entitling Novozymes to enhanced damages in the form of an amount double the actual damages awarded.
5. This is an exceptional case under 35 U.S.C. § 285.

6. Genencor shall pay Novozymes \$15,300,000 in damages, prejudgment interest and Novozymes' reasonable attorneys' fees and costs.
7. Genencor International, Inc. and Enzyme Development Corporation are jointly and severally liable for payment to Novozymes of the damages specified in this Consent Judgment.
8. Genencor International, Inc. and Enzyme Development Corporation and their successors-in-interest, officers, agents, servants, employees, attorneys, and those persons in active concert or participation with them who receive actual notice of this Consent Judgment by personal service or otherwise, are hereby enjoined from making, using, offering to sell or selling within the United States, or importing into the United States SPEZYME® Ethyl products and any other products that are not colorably different therefrom, until such time as the '031 Patent expires, including any extensions and regulatory exclusivities that are granted and not successfully challenged.
9. Novozymes' motion to join Novozymes NA as a co-plaintiff is denied with prejudice.
10. Novozymes is not entitled to recover the alleged lost profits of Novozymes NA.
11. This Consent Judgment shall finally conclude and dispose of this litigation, and finally concludes and disposes of all the claims and counterclaims of each party with prejudice and on the merits.
12. This Court retains ongoing, exclusive jurisdiction of this action for purposes of interpreting or enforcing this Consent Judgment.

13. No party to this Consent Judgment may appeal the Consent Judgment. Instead, all parties knowingly, intentionally, willingly, and explicitly waive their right to appeal this Consent Judgment and/or any other judgment or order of the Court in this Action.

14. This Consent Judgment shall constitute the Court's final judgment in this Action, and the Clerk is directed to enter this Consent Judgment forthwith, without further notice to the parties.

IT IS SO ORDERED

DATE: \_\_\_\_\_

\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE

YOUNG, CONAWAY, STARGATT & TAYLOR LLP



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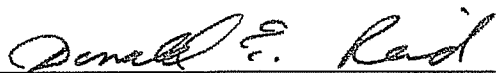
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*Attorneys for Defendants*

*Genencor International, Inc. and*

*Enzyme Development Corporation*

**GENENCOR INTERNATIONAL, INC.**

By Tom Knutzen

Its Chairman of the Board

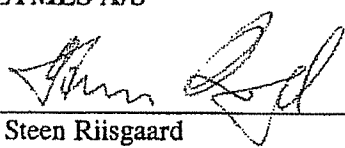
Dated \_\_\_\_\_

By Søren Bjerre-Nielsen

Its Board Member

Dated \_\_\_\_\_

**NOVOZYMES A/S**

By  Steen Riisgaard

Its President and CEO

Dated 10/04/07

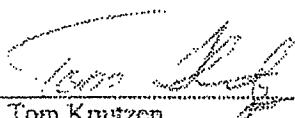
**ENZYME DEVELOPMENT  
CORPORATION**


By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

GENENCOR INTERNATIONAL, INC.

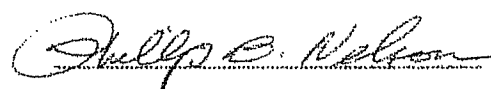
By   
Tom Knutzen  
Its Chairman of the Board  
Dated 10-4-2007

By   
Søren Bjerre-Nielsen  
Its Board Member  
Dated 10.04.07.

NOVOZYMES A/S

By Steen Riisgaard  
Steen Riisgaard  
Its President and CEO  
Dated \_\_\_\_\_

ENZYME DEVELOPMENT  
CORPORATION

By   
Phillip B. Nelson  
Its President  
Dated April 10, 2007